

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Michael M. Fainzilber et al.

Serial No. 09/210,952

Filed: 15 December 1998



Examiner: Not Yet Assigned

Group Art Unit: 1643

FOR: GAMMA-CONOPEPTIDES

DECLARATION OF JOEL B. KIRSCHBAUM

Hon. Commissioner of Patents
and Trademarks
Washington, DC 20231

Sir:

JOEL B. KIRSCHBAUM, having personal knowledge of the facts set forth herein, hereby deposes and states as follows:

(1) I am the Interim Director & Senior Technology Portfolio Manager of the Office of Technology Management, University of California, San Francisco.

(2) The co-inventors of the subject matter disclosed in patent application Serial No. 09/210,952 are Michael FAINZILBER, Karel S. KITS, Alma L. BURLINGAME, Baldomero M. OLIVERA, Craig WALKER, Maren WATKINS, Reshma SHETTY, Lourdes J. CRUZ, Julita IMPERIAL and Clarke COLLEDGE. On information and belief, these individuals were tasked with the research of identifying new conopeptides. Oliver, Walker, Watkins, Shetty, Cruz, Imperial and Colledge are associated with or collaborated with the University of Utah. Fainzilber and Burlingame are associated with the University of California. Kits is associated with Vrije Universiteit.

(3) Each of the foregoing Olivera, Walker, Watkins, Shetty, Cruz, Imperial and Colledge are obligated to assign their rights in the invention to the University of Utah pursuant to its Patent, Trademark and Copyright Policy 6-4 (copy attached hereto). Fainzilber has agreed to assign his right to the Regents of the University of California as evidenced by the signed technology disclosure form (copy attached hereto) and Burlingame is obligated to assign *his* *gok* rights to the Regents of the University of California pursuant to its patent policy (copy attached)

hereto). Kits is obligated to assign his right to Vrije Universiteit.

(4) Acceptance by the U.S. Patent and Trademark Office of the accompanying declaration and power of attorney that has been signed on behalf of, the University of Utah in its ownership interest and, co-inventors, Michael Fainzilber and Alma Burlingame is respectfully requested. The University has invested considerable amounts of economic, human and material resources in developing the invention that is the subject of the present application. Grant of the petition which accompanies this declaration is necessary in order to preserve and to protect the University's right in the invention and to prevent irreparable economic harm to the University and the other owners that would otherwise occur.

(5) As all of the co-inventors have not responded to requests to execute inventor declarations, there exists no means, other than submission of the accompanying petition, to proceed with this application. Failure to grant the petition would deprive the University of the right to pursue intellectual property law rights that it would otherwise be entitled to pursue, resulting not only in the deprivation of rights to the University, but also in the forfeiture of considerable resources that have been, and continue to be, expended in further developing the invention disclosed in the patent application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 19 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

REGENTS OF THE UNIVERSITY OF
CALIFORNIA

Date 7/28/99

By Joel B. Kirschbaum
Joel B. Kirschbaum

UNIVERSITY OF UTAH
POLICY AND PROCEDURES MANUAL

No.	6-4	Rev.	2
Date	May 10, 1993		
Page	1	of	6

Subject: PATENTS AND INVENTIONS

I. PURPOSE

To outline the University's policy regarding patents and inventions.

II. REFERENCES

PPM 2-26, Remunerative Consultation and Other Employment Activities

PPM 6-3, University Faculty Profit-Making Corporation

PPM 6-7, Copyright Policy: Ownership

III. POLICYA. General Policy

As a public institution, the University of Utah is entrusted with the responsibility to facilitate application of scientific and technical research findings for public use and to provide for an equitable disposition of interests among the inventor(s), the University, and where applicable, the sponsor.

B. Patent Assignment Agreements

1. As a condition of the University's provision of employment, services, facilities, equipment or materials to faculty, staff and students, the University acquires and retains title to all inventions, discoveries and improvements made as the result of University employment or research, or created through the use of time, facilities, equipment or materials owned or paid for by or through the University, except when such facilities, equipment or material are available to the general public. Each full-time faculty and staff member is bound through this policy as is each part-time faculty and staff member and student employee or student participating in research (see also III.B.6, below), and any of the foregoing may be asked to execute an assignment of such inventions, discoveries, and improvements to the University and shall do so on request.

UNIVERSITY OF UTAH
POLICY AND PROCEDURES MANUAL

No.	6-4	Rev.	2
Date	May 10, 1993		
Page	2	of	5

Subject
PATENTS AND INVENTIONS

2. The signing of a patent agreement is an administrative convenience for dealing with technology ownership rights, but the terms of this policy are controlling and as with other University policies, constitute conditions of employment and participation in research.
3. Where an invention, discovery or improvement is related to research conducted by faculty, staff or students in connection with both University employment or other research activity involving the use of time, facilities, equipment or materials owned or paid for by the University ("University-related activity"), and with non-University activities, such invention, discovery or improvement shall be presumed to result from University-related activity unless the inventor can demonstrate to the vice president for research that the technology in question was developed solely in connection with non-University activity and without the use of confidential information belonging to the University.
4. Each full or part-time faculty and staff member and student employee or student participating in research is expected also to inform promptly the director of the University Technology Transfer Office concerning all inventions, improvements, and discoveries made as a result of University employment, or created through the use of time, facilities, equipment, and/or materials owned or paid for by or through the University or as a result of University employment or participation in research at the University; to cooperate with and assist the director of the University Technology Transfer Office in the handling of such matters; to execute all rightful papers and do necessary and proper acts to assist the University in obtaining, utilizing and enforcing patent protection on such matters, and to abide by and benefit from the patent policy of the University in effect during the inventor's respective associations with the University.
5. The University, in its sole discretion, may release to an inventor, by written instrument

UNIVERSITY OF UTAH
POLICY AND PROCEDURES MANUAL

No.	6-4	Rev. 2
Date	May 10, 1993	
Page	3	of 6

Subject

PATENTS AND INVENTIONS

only, those inventions owned by but not of interest to the University. It is understood if the University does not actively promote or develop the invention over a 3 year period, the inventor's claim to full rights will be honored. Requests for releases should be made to the director of the University Technology Transfer Office.

6. The University claims no right in or to any invention originated by full or part-time faculty and staff members and student employees as a result of private consulting services performed in compliance with University of Utah Policy and Procedure No. 2-26, relative to Remunerative Consultation and Other Employment Activities and not involving substantial use of University facilities (subject to III.B.3). Further, the University claims no right in or to any invention originated by any full or part-time student who is not participating in organized or sponsored research.

C. University Technology Transfer Office

1. Reporting to the vice president for research, the University Technology Transfer Office is responsible for meeting patent regulations associated with research grants and contracts, oversees retaining whenever possible University rights to inventions developed on such programs, and provides information and general assistance to faculty and other University employees and research participants concerning patent development.
2. The Office evaluates and pursues patent protection on those inventions deemed appropriate for commercialization.
3. The director of the University Technology Transfer Office acts as an agent of the University of Utah Research Foundation, and has authority, with the approval of the vice president for research, the Patent Review Committee and the cognizant dean, to award additional funds as available from the

UNIVERSITY OF UTAH
POLICY AND PROCEDURES MANUAL

No.	6-4	Rev.	2
Date	May 10, 1993		
Page	4	of	6

Subject

PATENTS AND INVENTIONS

Technology Transfer Office to inventors as needed to develop additional information to aid patent prosecution. The director serves also as the principal staff for the Patent Review Committee.

D. Patent Review Committee

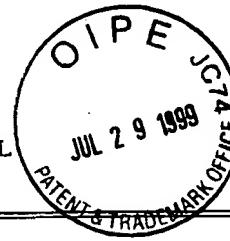
1. The Patent Review Committee is appointed by the president of the University. The Patent Review Committee acts as an oversight committee to the University Technology Transfer Office. These oversight functions include policy interpretation, dispute resolution and advice on pursuing patent protection of inventions. The committee also recommends changes in University patent policies and is available to the Research Foundation for technical advice.
2. The Patent Review Committee must approve exceptions to standard University patent procedures, royalty distribution and related matters.

E. University of Utah Research Foundation

The University of Utah Research Foundation is the instrument of the University that commercializes inventions through royalty agreements with external organizations for the mutual benefit of the University and full-time or part-time faculty and staff members and student employees or student participants involved. The University assigns to the University of Utah Research Foundation all rights to those patents that should be exploited. Any surplus funds realized by the Foundation from this activity are allocated to fund the research and education programs of the University.

IV. PROCEDURESA. Patent Prosecution and Commercialization

1. The Research Foundation purchases services of the director of the University Technology Transfer Office to prosecute patents, explore commercialization, and negotiate agreements. The Research Foundation shares royalty income with

UNIVERSITY OF UTAH
POLICY AND PROCEDURES MANUAL

No.	6-4	Rev. 2
Date	May 10, 1993	
Page	5	of 5

Subject: PATENTS AND INVENTIONS

inventors in accordance with University practice (see B., below).

2. Surplus funds derived from the patent program by the Research Foundation are allocated by its Board of Trustees to support appropriate University activities. In making such awards, consideration is given to departments or units of the University which are the origin of commercially successful patents.
3. The University/Foundation in its sole discretion may cause applications or patents to be filed upon assigned inventions in any country. The University/Foundation has the sole right to negotiate and enter into or modify licensing and other agreements covering the manufacture, use and/or sale of products and/or processes based on University-owned intellectual property. The University/Foundation will pay all expenses required to obtain and exploit patent protection on such an invention in the best public interest. In those instances where the University/Foundation determines that it does not wish to cover the expenses required to obtain patent protection, the University/Foundation will permit the inventor to pay all such expenses and thereafter to share any royalty or other revenue with the inventor (see IV.B.2).

B. Distribution of Royalty Income

1. Inventors shall receive a share of royalty income or other revenue received by the University of Utah Research Foundation as a result of commercialization of an invention. The inventors' share of income shall be based on a percentage of such income or revenue remaining after reimbursement of the University for all direct costs of patent prosecution or maintenance and all development funds advanced pursuant to section III.C.3 ("net revenue"). The inventors' share (in the aggregate where there is more than one inventor) shall normally be forty percent of the first twenty-thousand dollars (\$20,000) of net revenue, thirty-five percent of the next twenty-

UNIVERSITY OF UTAH
POLICY AND PROCEDURES MANUAL

No.	6-4	Rev. 2
Date	May 10, 1993	
Page	6	of 6

Subject PATENTS AND INVENTIONS

thousand dollars (\$20,000) of net revenue, and thirty percent of any additional net revenue received by the Research Foundation.

2. When the University permits the inventor to pay expenses to patent and license an invention, the sharing of any royalty or other revenue shall be on the basis of sixty-five percent to the inventor and thirty-five percent to the University after the inventor has been reimbursed for patent expenses.
3. Exceptions to the above procedures shall be approved by the Patent Review Committee.

C. Copyright Commercialization

In selected instances where commercial marketing of University-owned software programs is envisioned, the responsibility for marketing and licensing is assigned to the University of Utah Research Foundation and the University Technology Transfer Office (see Copyright Policy: Ownership, PPM 6-7).

Approved: Academic Senate 5/3/93; Board of Trustees 5/10/93

Attn: Joel KirschbaumFrom: Mike Fainzilber**JUL 26 1999**

TECHNOLOGY DISCLOSURE FORM, UCSF OFFICE OF TECHNOLOGY MANAGEMENT

Case No: SF3000-004

Class:

Licensing Officer: JBL

1. TITLE OF INVENTION: Gamma-Conopeptides

2. DESCRIPTION OF INVENTION: See correspondence and patent application from Utah already on file.

3. INVENTORS (please indicate the following)

Name: Michael Fainzilber

Citizenship: Israeli

Wk. Address: Dept. of Biological Chemistry, Weizmann Institute of Science

Wk. Phone: +972-8-9344266

Fax: +972-8-9344112

Email: mfainzilber@weizmann.weizmann.ac.il

Hm. Address: 29 Shufman Rd., 34987 Haifa, Israel

Hm. Phone: +972-4-8348529

Name: Al Burlingame, UCSF Mass Spectrometry Facility

Name: Karel Kits, Vrije Universiteit Amsterdam

4.

FUNDING SOURCE(S) Give the full applicable contract or grant number(s) if the invention was made in connection with any sponsored research.

Funding Source/Sponsor	Contract or Grant Number	Principal Investigator/Supervisor

5. EVENTS: See correspondence and patent application on file.

6. NON-UC PROPRIETARY MATERIALS (WHETHER OR NOT OBTAINED UNDER A MATERIAL TRANSFER AGREEMENT):

7. COMPANIES THAT COULD BE INTERESTED: Novartis, Cognitix, Xeno

8. I AGREE TO ASSIGN TO UCSF MY RIGHTS IN THE INVENTION

Inventor's Signature: M. Fainzilber
Date: 23 July 1999

9. INVENTION UNDERSTOOD BY

Witness' Signature*: S. Kirschbaum
Date: 26/7/99Witness' Signature*: Karen Jars
Date: 26/7/99

<http://www.usdp.edu/civ/policy/policy/>

October 1, 1887

415 כטב בזבז

Monday, October 12, 1987

OFFICE OF THE PRESIDENT

**CHANCELLORS
LABORATORY DIRECTORS**

September 4, 1997

Dear Colleagues:

The enclosed University of California Patent Policy will be effective October 1, 1997. This policy supersedes the November 18, 1985 policy, and rescinds the April 16, 1990 revision to that policy (a one-page Summary of Changes is provided). Inventions reported on or after October 1, 1997 will be subject to the new policy. Inventions reported before the effective date will be governed by the November 18, 1985 policy. Also enclosed is a "Patent Acknowledgment" to be signed by all new employees as of October 1st. This form replaces the "Patent Agreement".

The purpose of the new policy is to simplify and restructure the formula for distributing royalty income from inventions, and to establish a new campus and Laboratory research allocation. This policy is the result of extensive review and discussion within the University community. Additional information regarding implementation of the new policy will be published in the near future by the Office of Technology Transfer.

The enclosed policy applies to all employees and others specified within the policy, except individuals in the following collective bargaining units: Research Support Professional, Technical, and Police. Until collective bargaining agreements have been ratified by both parties in these units, affected employees will remain subject to the requirements of the April 16, 1990 Patent Policy.

Sincerely,

Richard C. Atkinson
President

Enclosures

86

**Members, President's Cabinet
Academic Council Chair Weiss
Members, Technology Transfer
Advisory Committee
Academic Vice Chancellors**

**Administrative Vice Chancellors
Research Vice Chancellors
Executive Director Fauerborn
Special Assistant Gardner
Principal Officers of the Regents**



UNIVERSITY OF CALIFORNIA PATENT POLICY

Effective October 1, 1997

**PREAMBLE
STATEMENT OF POLICY
PATENT RESPONSIBILITIES AND ADMINISTRATION**

I. PREAMBLE

It is the intent of the President of the University of California, in administering intellectual property rights for the public benefit, to encourage and assist members of the faculty, staff, and others associated with the University in the use of the patent system with respect to their discoveries and inventions in a manner that is equitable to all parties involved.

The University recognizes the need for and desirability of encouraging the broad utilization of the results of University research, not only by scholars but also in practical application for the general public benefit, and acknowledges the importance of the patent system in bringing innovative research findings to practical application.

Within the University, innovative research findings often give rise to patentable inventions as fortuitous by-products, even though the research was conducted for the primary purpose of gaining new knowledge.

The following University of California Parent Policy is adopted to encourage the practical application of University research for the benefit of parents and children.

broad public benefit; to appraise and determine relative rights and equities of all parties concerned; to facilitate patent applications, licensing, and the equitable distribution of royalties, if any; to assist in obtaining funds for research; to provide for the use of invention-related income for the further support of research and education; and to provide a uniform procedure in patent matters when the University has a right or equity.

II. STATEMENT OF POLICY

A. An agreement to assign inventions and patents to the University, except those resulting from permissible consulting activities without use of University facilities, shall be mandatory for all employees, for persons not employed by the University but who use University research facilities, and for those who receive gift, grant, or contract funds through the University. Such an agreement may be in the form of an acknowledgment of obligation to assign. Exemptions from such agreements to assign may be authorized in those circumstances when the mission of the University is better served by such action, provided that overriding obligations to other parties are met and such exemptions are not inconsistent with other University policies.

B. Those individuals who have so agreed to assign inventions and patents shall promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the Office of Technology Transfer or authorized licensing office. They shall execute such declarations, assignments, or other documents as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such inventions shall be held by the University or by such other parties designated by the University as may be appropriate under the circumstances. Such circumstances would include, but not be limited to, those situations when there are overriding patent obligations of the University arising from gifts, grants, contracts, or other agreements with outside organizations. In the absence of overriding obligations to outside sponsors of research, the University may release patent rights to the inventor in those circumstances when:

(1) the University elects not to file a patent application and the inventor is prepared to do so, or

(2) the equity of the situation clearly indicates such release should be given, provided in either case that no further research or development to develop that invention will be conducted involving University support or facilities, and provided further that a shop right is granted to the University.

C. Subject to restrictions arising from overriding obligations of the University pursuant to gifts, grants, contracts, or other agreements with outside organizations, the University agrees, following said assignment of inventions and patent rights, to pay annually to the named inventor(s), or to the inventor(s)' heirs, successors, or assigns, 35% of the net royalties and fees per invention received by the University. An additional 15% of net royalties and fees per invention shall be allocated for research-related purposes on the inventor's campus or Laboratory. Net royalties are defined as gross royalties and fees, less the costs of patenting, protecting, and preserving patent and related property rights, maintaining patents, the licensing of patent and related property rights, and such other costs, taxes, or reimbursements as may be necessary or required by law. Inventor shares paid to University employees pursuant to this paragraph represent an employee benefit.

When there are two or more inventors, each inventor shall share equally in the inventor's share of royalties, unless all inventors previously have agreed in writing to a different distribution of such share.

Distribution of the inventor's share of royalties shall be made annually in November from the amount received during the previous fiscal year ending June 30th, except as provided for in Section II.D. below. In the event of any litigation, actual or imminent, or any other action to protect patent rights, the University may withhold distribution and impound royalties until resolution of the matter.

D. The DOE Laboratories may establish separate royalty distribution formulas, subject to approval by the President. Distribution of the inventor's share of DOE Laboratory royalties shall be made annually in February from the amount received during the previous fiscal year ending September 30th. All other elements of this policy shall continue to apply.

E. Equity received by the University in licensing transactions, whether in the form of stock or any other instrument conveying ownership interest in a corporation, shall be distributed in accordance with the Policy on Accepting Equity When Licensing University Technology.

F. In the disposition of any net income accruing to the University from patents, first consideration shall be given to the support of research.

III. PATENT RESPONSIBILITIES AND ADMINISTRATION

A. Pursuant to Regents' Standing Order 100.4(mm), the President has responsibility for all matters relating to patents in which the University of California is in any way concerned. This policy is an exercise of that responsibility, and the President may make changes to any part of this policy from time to time, including the percentage of net royalties paid to inventors.

B. The President is advised on such matters by the Technology Transfer Advisory Committee (TTAC), which is chaired by

<http://www.sccp.edu/ot/submitpolicy/>
ptnmpo.html

October 1, 1997

Monday, October 13, 1997

the Senior Vice President-Business and Finance. The membership of TTAC includes the Provost and Senior Vice President-Academic Affairs, the Director of the Office of Technology Transfer, and representatives from the campuses, DOE Laboratories, Academic Senate, the Division of Agriculture and Natural Resources and the Office of the General Counsel. TTAC is responsible for:

1. reviewing and proposing University policy on intellectual property matters including patents, copyrights, trademarks, and tangible research products;
2. reviewing the administration of intellectual property operations to ensure consistent application of policy and effective progress toward program objectives; and
3. advising the President on related matters as requested.

C. The Senior Vice President-Business and Finance is responsible for implementation of this Policy, including the following:

1. Evaluating inventions and discoveries for patentability, as well as scientific merit and practical application, and requesting the filing and prosecution of patent applications.
2. Evaluating the patent or analogous property rights or equities held by the University in an invention, and negotiating agreements with cooperating organizations, if any, with respect to such rights or equities.
3. Negotiating licenses and license option agreements with other parties concerning patent and or analogous property rights held by the University.
4. Directing and arranging for the collection and appropriate distribution of royalties and fees.
5. Assisting University officers in negotiating agreements with cooperating organizations concerning prospective rights to patentable inventions or discoveries made as a result of research carried out under gifts, grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and negotiating with Federal agencies regarding the disposition of patent rights.
6. Approving exemptions from the agreement to assign inventions and patents to the University as required by Section II.A. above.
7. Approving exceptions to University policy on intellectual property matters including patents, copyrights, trademarks, and tangible research products.

[Return to Main Page](#)

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Craig WALKER
Maren WATKINS
Julita IMPERIALAdditional name(s) of conveying
party(ies) attached? Yes No

3. Name of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 27 and 28, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/210,952

B. Patent No.(s)

Additional numbers attached? Yes No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Stephen A. Saxe

Internal Address: ROTHWELL, FIGG, ERNST & KURZ, p.c.

Street Address: 555 13th Street N.W., Suite 701-East

City: Washington

State: D.C. Zip 20004

6. Total number of applications
and patents involved: One (1)

7. Total fee (37 CFR 3.41): \$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Attach duplicate copy of this page if paying by
deposit account

07/30/1999 AIBRAHIM 00000010 09210952

DO NOT USE THIS SPACE

07 FC:581

40.00 0P

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a
True copy of the original document.Stephen A. Saxe
Name of Person Signing

Signature

July 29, 1999

Date

Total number of pages including cover sheet, attachments and documents: Three (3)

Docket No.: 2314-147**ASSIGNMENT**

WHEREAS, WE, Baldomero M. OLIVERA, a citizen of the Philippines, residing at 1370 Bryan Avenue, Salt Lake City, Utah 84108; Craig WALKER, a citizen of the United States of America, residing at _____,

Maren WATKINS, a citizen of _____, residing at _____,

Reshma SHETTY, a citizen of _____, residing at _____,

Lourdes J. CRUZ, a citizen of the Philippines, residing at 31 M Street, #403, Salt Lake City, Utah 84114, Julita IMPERIAL, a citizen of _____, residing at _____,

and Clark COLLEDGE, a citizen of the United States of America, residing at _____,

are co-inventors of an invention in GAMMA-CONOPEPTIDES, for which an application for Letters Patent of the United States was filed on 15 December 1998 under Serial No. 09/210,952; and

WHEREAS, the UNIVERSITY OF UTAH, a non-profit institution duly organized under the laws of the state of Utah, with a place of business at 421 Wakara Way, Suite 170, Salt Lake City, Utah 84108 is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application for the United States of America and all countries foreign thereto, and in and to any and all Letters Patent to be issued for said invention in the United States of America and all countries foreign thereto, including any and all continuations, divisions, reissues, or extensions, of such application or Letters Patent;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, We, the said Baldomero M. OLIVERA, Craig WALKER, Maren WATKINS, Reshma SHETTY, Lourdes J. CRUZ, Julita IMPERIAL, and Clark COLLEDGE, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said UNIVERSITY OF UTAH, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said UNIVERSITY OF UTAH, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

FROM : 07/29/1999 08:46 8026371642

PHONE NO. : KELMUN INN

Jul. 29 1999 11:22AM P2/2
PAGE 05

FROM : 07/29/1999 08:46 8026371642

PHONE NO. :

Jul. 29 1999 05:13PM P6

FROM : 07/29/1999 08:46 8026371642

PHONE NO. : UofU/TECH TRANSFER

Jul. 29 1999 07:37PM P2/2
PAGE 06

After very thoughtful discussion and agree that we will communicate to each UNIVERSITY OF UTAH
its management, legal representatives and agents, all documents in the proceeding and evidence, and timely in any legal
proceeding, that all health papers, records of children, including and future applications, make all required visits
and generally do everything possible to tell the full UNIVERSITY OF UTAH, its management, legal representatives and
agents, to obtain and evidence proper cause proceeding for each investigation in all countries.

IN TESTIMONY WHEREAS, we have set our hands and seals the day and year set opposite our
respective signatures

Date: _____

Edwino M. Oliveira

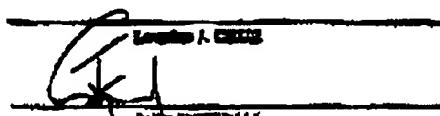
Date: 7/28/99
Edwino M. OliveiraDate: 3/21/99
Marcella Williams

Date: _____

Lorraine Sherry

Date: _____

Lorraine Sherry

Date: 27 Jul 99
Linda J. Clegg
Public Defender

Date: _____

Clark Collier

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

University of Utah

Additional name(s) of conveying
party(ies) attached? Yes No

3. Name of Conveyance:

 Assignment Merger Security Agreement Change of Name Other _____

Execution Date: July 29, 1999

2. Name and address of receiving party(ies):

Name University of Utah Research Foundation

Internal Address: _____

Street Address: 421 Wakara Way, Suite 170

City Salt Lake City

State Utah ZIP 84108

Additional name(s) & addresses(es) attached?

 Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/210,952

B. Patent No.(s)

Additional numbers attached? Yes No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Stephen A. Saxe

Internal Address: ROTHWELL, FIGG, ERNST & KURZ, p.c.

Street Address: 555 13th Street, N.W., Suite 701-East

City: Washington

State: D.C. Zip 20004

6. Total number of applications
and patents involved: One (1)

7. Total fee (37 CFR 3.41): \$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Attach duplicate copy of this page if paying by
deposit account

07/30/1999 AIBRAHIM 00000010 09210952

DO NOT USE THIS SPACE

08 FC:581

40.00 0P

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a
True copy of the original document.

Stephen A. Saxe

Name of Person Signing



Signature

July 29, 1999

Date

Total number of pages including cover sheet, attachments and documents: Two (2)



Atty. Docket No. 2314-147

ASSIGNMENT

WHEREAS, the UNIVERSITY OF UTAH, a non-profit institution duly organized under the laws of the state of Utah, with a place of business at 421 Wakara Way, Suite 170, Salt Lake City, Utah 84108 (hereinafter referred to as "Assignor") is the owner, by virtue of an assignment executed by co-inventor(s) Baldomero M. OLIVERA, Craig WALKER, Marcia WATKINS, Reshma SHETTY, Lourdes J. CRUZ, Julita IMPERIAL, and Clark COLLEDGE, of the following: GAMMA-CONOPEPTIDES, for which an application for Letters Patent of the United States was filed on 15 December 1998 under Serial No. 09/210,952, and

WHEREAS, the UNIVERSITY OF UTAH RESEARCH FOUNDATION, a non-profit organization duly organized under the laws of the state of Utah, with a place of business at 421 Wakara Way, Suite 170, Salt Lake City, Utah 84108 is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application for the United States of America and all countries foreign thereto, and in and to any and all Letters Patent to be issued for said invention in the United States of America and all countries foreign thereto, including any and all continuations, divisions, reissues, or extensions, of such application or Letters Patent;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the said application for Letters Patent of the United States which are created by any law, treaty or international convention; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said UNIVERSITY OF UTAH RESEARCH FOUNDATION, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, Assignor sets its hand and seal the day and year set opposite its signature.

Date July 29, 1999 Brent Brown L.S.
Anudeep S. Pradhan Brent Brown
Licensing Associate Director, Technology Transfer Office